

DECLARATION OF STEVE BURTON IN SUPPORT OF
MOTION TO DISMISS OR TRANSFER DUE TO IMPROPER VENUE

I, Steve Burton, declare and state as follows:

1. I am over the age of 18. I make this declaration upon my personal knowledge. I could and would competently testify to the following facts if called upon to do so.

2. I have been employed by Spark Networks USA, LLC (“Spark”) continuously since May 2005. I have been Spark’s Director of Customer Support for North America from May 2008 and up to the present. As part of my role in this position, I directly participated in, presided over and maintained membership services for subscribers of Spark’s online dating websites, including the website at JDate.com. In addition, I am a duly authorized custodian of records prepared and maintained by Spark in relation to subscribers of its websites. Such records are kept in the ordinary course of business and made at or near the time of the acts, conditions or events described by such records. As such, I am familiar with the mode of preparation and maintenance of Spark’s business records and authorized to certify copies of the appended records as being true and correct copies of the original records pertaining to Ms. Zaltz’s subscription and related activities as a subscriber of Spark’s website at JDate.com which are in the custody of Spark.

3. I have personally reviewed subscription records maintained by Spark and determined that Plaintiff Lisa Zaltz was a subscriber of Spark’s website at JDate.com for four different periods from (a) March 2007 through September 2007; (b) March 2008 through September 2008; (c) November 2008 through February 2009; and (d) May 2009

through July 2009. As with all individuals who become subscribers to Spark's website at JDate.com, Ms. Zaltz was required to take certain actions to formally acknowledge her agreement to be subject to the Terms and Conditions of Service (hereafter, "Terms of Service"). A true and correct copy of the Terms of Service governing each individual's subscription to Spark's website at JDate.com is attached hereto as **Exhibit A**. These Terms of Service were applicable to all subscribers of Spark's website at JDate.com and no material changes were made thereto during all four periods where Ms. Zaltz was a subscriber of Spark's website at JDate.com. One of the key provisions of the Terms of Service that remained unchanged during Ms. Zaltz's subscription to JDate.com states as follows:

DISPUTE RESOLUTION: This Agreement is governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and exclusive venue in the state and federal courts of the State of California, City of Los Angeles with regard to any and all claims by you arising out of or related to the Websites.

5. As part of the initial process of joining Spark's website at JDate.com, Ms. Zaltz was specifically required to click on a specific box to accept the Terms of Service. Attached hereto as **Exhibit B** is a true and correct copy of a web page displayed to individuals who seek to subscribe to Spark's website at JDate.com. There is a check box which the prospective member is required to click on confirming that he or she has read and agreed to the Terms of Service and which features a hyperlink to a webpage displaying the Terms of Service.

6. In addition, Ms. Zaltz was required to acknowledge her acceptance of the Terms and Conditions of Purchase (which incorporate and specifically reference the Terms of Service) each time she submitted credit card information to cover monthly subscription fees for Spark's website at JDate.com. Based upon my review of Spark's membership records, Ms. Zaltz submitted her credit card information to the website on multiple occasions, when she initially subscribed to the website in March 2007 and several other occasions when she renewed her membership after it had been canceled or terminated. A true and correct copy of the screenshot displaying what Ms. Zaltz viewed when submitting the credit card information is attached hereto as **Exhibit C**.

I declare under penalty of perjury pursuant to the laws of the State of New York and the United States that the foregoing is true and correct.

Executed this 17th day of July 2012 at Lehi, Utah.


Steve Burton

Exhibit A

Internet Archive Wayback Machine <http://www.jdate.com/Applications/Article/ArticleView.aspx?CategoryID=1948&Art> Go

106 captures
5 Dec 05 - 20 Sep 10

FEB APR JUN Close
◀ 27 ▶
2006 2007 2008 Help

Events | Member Services | Contact Us | Help & Advice

Messages | Connect | Search | Hot Lists | Register

Home > Legal

Join Now

Welcome [login]

Online: 24113

HELP & ADVICE

Frequently Asked Questions

Make It Happen

Dating Talk

Mazel Tov

JMag

Legal

Privacy Statement | Terms and Conditions of Service | Terms and Conditions of Purchase

Privacy Statement

Spark Networks plc has created this privacy policy (the "Privacy Policy") as part of our commitment to helping our users better understand what information we collect about them and what we may do with that information.

The following discloses our information gathering and dissemination practices for the Spark Networks websites.

Overview

As part of the normal operation of our services we collect and, in some cases, may disclose information about you. By accepting this Privacy Policy and our Terms and Conditions, you expressly consent to our use and disclosure of your personal information in the manner described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Spark Networks Terms and Conditions.

This Privacy Policy applies to all Spark Networks sites, including but not limited to: AmericanSingles.com, Relationships.com, JDate.com, and BlackSingles.com (the "Websites").

1. A Special Note About Children

Children are not eligible to use our services, and we ask that minors (under the age of 18) not submit any personal information to us.

2. Information We Collect

Our primary goal in collecting personal information is to provide you with a smooth, efficient, and customized experience. This allows us to provide services and features and to customize our service to make your experience better. You agree that we may feature members' profiles, including your profile, in, among other places, editorials and newsletters that we may periodically send out to our members. Your name, postal address, telephone number and email address are confidential and will not be posted in your profile. Your profile is available for other members to view. Members' profiles include a description, photos, likes and dislikes, individual essays, and other information helpful in determining matches. Your viewable profile does not include any identifying information about you, except the username you chose upon registering.

Please note that your personally identifiable information will be stored and processed on our computers in the United States. The laws regarding the handling of personal data in the United States may differ from the laws of other countries but, as we explain below, Spark Networks will hold and transmit your information in a safe, confidential and secure environment.

We use data collection devices such as "cookies" on certain pages of our Websites. "Cookies" are small files placed on your hard drive that assist us in providing customized services. We also offer certain features that are only available through the use of a "cookie." Cookies can also help us provide information which is targeted to your interests. We use this information to determine our members' demographics, interests, and behavior to better understand and serve you and our community. This information may include the URL of the website that you visited prior to our Website (whether this is on our site or not), the URL of the website you next go to (whether this URL is on our site or not), what browser you are using, and your Internet Protocol ("IP") address. Most cookies are "session cookies", meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits.

We use a third party advertising company to serve ads on our behalf across the Internet. That advertising company may also collect anonymous information about your visits to our Websites. This is primarily accomplished through the use of a technology device, commonly referred to as a Web beacon, cookie or an action tag, which is placed on various Web pages within our Websites or in an HTML e-mail that allows the third party advertising company to collect anonymous information. There may also be a number of services offered by external service providers that help you use our Websites. If you choose to use these optional services, and in the course of doing so, disclose information to the external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their private policies, if any.

3. Our Use of Your Information

We use information in the files we maintain about you, and the other information we obtain from your current and past activities on the Websites to resolve disputes, troubleshoot problems and enforce our Terms and Conditions. At times, we may review the data of multiple members to identify problems or resolve disputes.

You agree that we may use personally identifiable information about you to improve our marketing and promotional efforts, to analyze Website usage, improve our content and product offerings, and customize our Websites' content, layout, and services. These uses improve our Websites and may better tailor them to meet your needs.

You agree that we may use your information to contact you and to deliver information to you that, in some cases, is targeted to your interests, such as targeted banner advertisements, administrative notices, product offerings, and communications relevant to your use of the Websites. By accepting this Privacy Policy, you expressly agree to receive this information. If you do not wish to receive these communications, you may opt out of the receipt of certain communications. To learn how to do so, visit the Help section of the Websites or send us an email at Contact Us.

4. Our Disclosure of Your Information

Due to the regulatory environment in which we operate, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting any of the foregoing), we may be required to disclose information to the government, law enforcement agencies or third parties. Under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or members may abuse or misuse your information that they collect from our Websites. Accordingly, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personally identifiable information or private communications will always remain private.

As a matter of policy, we **do not** sell or rent any personally identifiable information about you to any third party. However, the following describes some of the ways that your personally identifiable information may be used or disclosed.

Financial Information. Under some circumstances we may require certain additional information, including but not limited to your credit card billing information. We use this financial information, including your name, address, and other information to bill you for use of our Services and products. By making a purchase, or engaging in any other kind of activity or transaction that uses financial information on the Websites, you consent to our providing of your financial information to our service providers and to such third parties as we determine necessary to support and process your activities and transactions, as well as to your credit card issuer for their purposes. These third parties may include the credit card companies and banking institutions used to process and support your transaction or activity. By purchasing, or registering for, or making reservations for products or services of third parties offered on the Websites, or by participating in programs offered on the Websites that are administered by third parties and that require you to submit financial information in order to use them, you also consent to our providing your financial information to those third parties. Any of these various third parties may be authorized to use your financial information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control, and you agree that we are not responsible or liable for any of their actions or omissions. Additionally, you agree that we may use and disclose all information submitted to such third parties in the same manner in which we are entitled to use and disclose any other information that you submit to us.

Advertisers. We aggregate (gather up data across multiple members' accounts) personally identifiable information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for marketing and promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to identify you personally. Certain information, such as your name, email address, password, credit card number and bank account number, are never disclosed to marketing advertisers. We may use third-party advertising companies to

serve ads on our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness.

Other Corporate Entities. We share much of our data, including personally identifiable information about you, with our parent and/or subsidiaries that are committed to serving your online needs and related services, throughout the world. To the extent that these entities have access to your information, they will treat it at least as protectively as they treat information they obtain from their other members. Our parent and/or subsidiaries will follow privacy practices no less protective of all members than our practices described in this document, to the extent allowed by applicable law. It is possible that Spark Networks and/or its subsidiaries, or any combination of such, could merge with or be acquired by another business entity. Should such a combination occur, you should expect that Spark Networks would share some or all of your information in order to continue to provide the Service. You will receive notice of such event (to the extent it occurs) and we will require that the new combined entity follow the practices disclosed in this Privacy Policy, as it may be amended from time to time.

Legal Requests. Spark Networks cooperates with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can (and you authorize us to) disclose any information about you to law enforcement and other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with any investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us or you to legal liability.

5. Your Use of other Members Information

Our services also include access to instant messaging and chat rooms. As a member you have access to members' identification numbers and/or user names, and you might gain access to other contact information of other members through the regular use of the Services. By accepting this Privacy Policy, you agree that, with respect to other members' personally identifiable information that you obtain through the Services, Spark Networks hereby grants to you a license to use such information only for: (a) Spark Networks related communications that are not unsolicited commercial messages, and (b) any other purpose to which such member expressly agrees after complete disclosure of the purpose. In all cases, you must give members an opportunity to remove themselves from your database. In addition, under no circumstances, except as defined in this Privacy Policy, may you disclose personally identifiable information about another member to any third party without our consent and the consent of such other member after adequate disclosure. Spark Networks and our members do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add a Spark Networks member to your mail list (email or physical mail) without their express consent after adequate disclosure. To report spam from other Spark Networks members, please Contact Us.

6. Accessing, Reviewing and Changing Your Profile

Following registration, you can review and change the information you submitted during registration. For instructions on how to do so, visit the Help section of the Websites. If you change your password and email address we will retain a record of your old password and email address. You can also change your registration information such as: name, address, city, state, zip code, country, phone number, profile, likes and dislikes, desired date profile, essays and saved search criteria.

Upon your notification, we will remove your membership from our active databases as soon as reasonably possible in accordance with our policy and applicable law. To learn how to hide or remove your profile so that others cannot view it, visit the Help section of the Websites.

We will retain in our files information you have requested be removed from our active databases for certain purposes, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions. Further, such prior information may never be completely removed from our databases due to technical and legal constraints, including stored 'back up' systems. Therefore, you should not expect that all of your personally identifiable information will be completely removed from our databases in response to any request you may submit.

7. Control of Your Password

You are responsible for all actions taken with your login information and password, including fees. Therefore we do not recommend that you disclose your Spark Networks password or login information to any third party. If you choose to share this information with any third party, you are responsible for all actions taken with your login information and password, and therefore should review each third party's privacy policy. If you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised in any way, you should immediately change your password.

8. Other Information Collectors

Except as otherwise expressly described in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties, whether they are on our Websites or on other sites throughout the Internet, different rules may apply to their use or disclosure of the information you disclose to them. To the extent that we use third party advertisers, they adhere to their own privacy policies. Since Spark Networks does not control the privacy policies of any third parties, you should investigate their policies before you disclose your personal information to them.

9. Security

Spark Networks uses industry standard practices, including "firewalls" and Secure Socket Layers, to safeguard the confidentiality of your personal identifiable information. Spark Networks treats data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by others inside and outside the company. However, "perfect security" does not exist on the Internet.

10. Notice

We may change this Privacy Policy from time to time based on changes in the law, your comments, or our need to accurately reflect our data collection and disclosure practices. We will notify you about significant changes in the way we treat personal information by sending you a notice via email or by placing a prominent notice on our Website.

[Privacy Statement](#) | [Terms and Conditions of Service](#) | [Terms and Conditions of Purchase](#)

Terms and Conditions of Service

This online personals service (the "Service") is a way for adults to meet each other. The Service is provided by Spark Networks plc, whose principal office is located at 8383 Wilshire Blvd., Suite 800, Beverly Hills, California 90211 ("Spark Networks").

This legal agreement ("Agreement") is made between You and Us. This Agreement, as it may be amended from time to time, applies to all users of any Spark Networks site, including but not limited to: AmericanSingles.com, Relationships.com, JDate.com, and BlackSingles.com (the "Websites")

You may not use the Service if you are under the age of 18 or you are not able to form legally binding contracts, or if your membership has been suspended by Us. Please read this Agreement carefully before registering for the Service. By registering for the Service, You become a Spark Networks member (a "Member"), and You agree to be bound by the terms and conditions of this Agreement for as long as You continue to be a Member. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT REGISTER FOR THE SERVICE. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUBJECT TO CHANGE BY US AT ANY TIME, EFFECTIVE UPON NOTICE TO YOU, WHICH NOTICE SHALL BE DEEMED TO HAVE BEEN PROVIDED UPON OUR POSTING OF THE CURRENT VERSION OF THIS AGREEMENT ON THE SERVICE.

In this Agreement the following terms have the following meanings unless the context requires otherwise:

"Agreement" means the agreement between You and Us incorporating these terms and conditions for the provision of the Service, as amended from time to time in the manner set forth herein;

"We, Us, Our" means Spark Networks plc; and

"You, Your, Yourself" means the person who registers for the Service, accepts the terms and conditions of this Agreement and whose application for membership of the Service is accepted by Us.

ELIGIBILITY: MINORS MAY NOT BECOME MEMBERS. By becoming a Member, You represent and warrant that You are at least 18 years old. By using the Service, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your membership for the Service is for Your sole, personal use. You may

not authorize others to use Your membership, and You may not assign or otherwise transfer Your account to any other person or entity.

REGISTRATION AND SUBSCRIPTION: Although You may register as a Member of the Service for free, if You wish to use the Service to initiate most communication with other members and use certain other elements of the Service, You must become a Subscriber and pay the fees that are set out in Our price list. This price list is part of this Agreement and We reserve the right, at any time, to change any fees or charges for using the Service. To become a Member, You must register for the Service. When and if You register to become a Member, You agree to provide accurate, current and complete information about Yourself as prompted by Our registration form ("Registration Data"), and to maintain and update Your information to keep it accurate, current and complete. You agree that We may rely on Your Registration Data as accurate, current and complete. You acknowledge that if Your Registration Data is untrue, inaccurate, not current or incomplete in any respect, We may terminate this Agreement and Your use of the Service and, in such event, You shall not be entitled to a refund of any unused subscription fees. Although we aim to verify the accuracy of the information provided by Our Members, We do not verify information in profiles, and We have no control over, do not guarantee, and are not responsible for the quality, truth, accuracy, legality or safety of Our Members.

TERM AND TERMINATION: This Agreement will remain in full force and effect while You use the Service and/or are a Member. You may terminate your membership at any time via the Websites or by sending Us written or email notice of termination. To learn how to terminate your membership, visit the Help section of the Websites. Either You or We may terminate your membership by removing your profile, at any time, for any reason, with or without explanation, effective upon sending written or email notice to the other party. Upon such termination by Us without cause, We shall refund, pro rata, any unused portion of any subscription payments that We have received from You. In the event that (a) You terminate your subscription or membership or (b) We determine, in our sole discretion, that You have violated this Agreement or our posted Privacy Statement, You shall not be entitled to, nor shall We be liable to You for, any refund of any unused portion of any subscription payments We have received from You, and We may continue to bar Your use of the Service in the future. Even after membership is terminated, this Agreement will remain in effect.

PROPRIETARY RIGHTS: You represent and warrant to Us that the information posted in Your profile, including Your photograph, is posted by You and that You are the exclusive author of Your profile and the exclusive owner of Your photographs. You assign to Us, with full title guarantee, all copyright in Your profile, Your photographs posted, and any additional information sent to Us at any time in connection with Your use of the Service. You waive absolutely any and all moral rights to be identified as author of Your profile and owner of Your photograph and any similar rights in any jurisdiction in the world. In addition, other Members may post copyrighted information, which has copyright protection, whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which You have been given express written permission, You will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. By posting information, photographs or content on any Service, You automatically grant, and You represent and warrant that You have the right to grant, to Us and other members, free of charge, an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, worldwide license to use, copy, perform, display, promote, publish and distribute such information, content and photographs and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing.

YOUR USE OF THE SERVICE: As a Member, You agree that:

(1) You will use the Service in a manner consistent with any and all applicable laws and regulations. You will not include in Your profile any telephone numbers, street addresses, last names, URL's or email addresses, other than in response to Our prompts in the personal or general information sections of the Websites. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the Service. You will not transmit any chain letters or junk email to other members. To protect Our members against such conduct, depending on the Website you Subscribe to, We currently limit the number of messages that any subscriber may send in a day. You are solely responsible for Your interactions with other members. We reserve the right, but have no obligation, to monitor and/or mediate disputes between You and other members.

(2) You are solely responsible for the content or information You publish or display (hereinafter, "post") on the Service, or transmit to other members. You will not post on the Service, or transmit to other members or to Us or Our employees, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not include in Your profile any offensive language, including but not limited to offensive anatomical or sexual references, or offensive sexually suggestive or connotative language, and You will not post any photos containing nudity or personal information. We reserve the right, but We have no obligation, to reject any profile or photo that does not comply with the prohibitions set forth in this section. We reserve the right to refuse service to anyone, at our sole discretion.

(3) By becoming a Member, You agree to accept and consent to receiving email communications initiated from Us or through Us including, without limitation: message notification emails, "Your Match" emails, emails informing you about events and parties We organize, emails informing You of changes to the Service and emails informing You of promotions that either We provide or that are being provided by third parties. If you choose to respond to promotions that are provided by third parties and in the course of doing so, disclose information to any external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their private policies. Message notification emails such as "Your Match" emails, emails informing you about events and parties We organize and emails informing You of changes to the Service are provided by Us as part of the operation of the Service and you will receive these messages for as long as you are Our member. Should You not wish to receive any of Our email communications, please do not register with Us for the Service. However, You may opt-out of receiving Email communications sent from Us or through Us offering You third party goods or services. To learn how to do so, visit the Help section of the Websites.

(4) You agree that We have no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by Our Service. You acknowledge that features, parameters or other services We provide may change at any time. You acknowledge that We reserve the right to sign out, terminate, delete or purge Your account from the Service if it is inactive. "Inactive" means that you have not signed in to the Service for a particular period of time, as determined by Us, in Our sole discretion.

(5) Our customer service employees are here to make your online experience enjoyable by providing assistance and guidance to You. When speaking to Our customer service employees on the telephone or communicating with them by any other means, You agree not to be abusive, obscene, profane, offensive, sexually oriented, threatening, harassing or racially offensive. Should any of Our customer service employees feel, at any point, threatened or offended by Your conduct, We reserve the right to immediately terminate Your membership and You shall not be entitled to the refund of any subscription payments We have received from You.

We are entitled to investigate and terminate Your membership if You have misused the Service, or behaved in a way which could be regarded as inappropriate, unlawful or illegal. The following is a partial, but not exhaustive, list of the types of actions that are illegal or prohibited under this Agreement:

You will not harass or impersonate any person or entity. You will not use any manual or automatic device or process to retrieve, index, data mine, or, in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents. You will not express or imply that any of Your statements are endorsed by Us, without Our specific prior written consent. You will not interfere with or disrupt any Service or any Website, servers or networks connected to any Service or Website. You will not post, distribute or reproduce, in any way, any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You will not remove any copyright, trademark or other proprietary rights notices contained in the Service or forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service. You will not use meta tags or code or other devices containing any reference to Us or the Service or the Website connected to the Service in order to direct any person to any other website for any purpose. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or any software used on or for the Service or cause or enable others to do so. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm or limit the functionality of any computer software or hardware.

INDEMNITY BY MEMBER: You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and third parties harmless, for any losses, costs, liabilities or expenses relating to or arising out of Your use of the Service, including:

(I) Your breach of this Agreement; (II) any allegation that any materials that You submit to Us or transmit to the Service infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (III) Your activities in connection with the Service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

RELEASE: If You have a dispute with one or more of Our Members, you release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

ONLINE CONTENT: Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICE

AND WE NEITHER ADOPT NOR ENDORSE, NOR ARE WE RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN US. UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY PERSON'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE OR TRANSMITTED TO MEMBERS.

WE RESERVE THE RIGHT, BUT WE HAVE NO OBLIGATION, TO MONITOR THE MATERIALS POSTED IN THE PUBLIC AREAS OF THE SERVICE. WE SHALL HAVE THE RIGHT TO REMOVE ANY SUCH MATERIAL THAT, IN OUR SOLE DISCRETION, VIOLATES, OR IS ALLEGED TO VIOLATE, THE LAW OR THIS AGREEMENT. NOTWITHSTANDING THIS RIGHT, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE EMAIL MESSAGES. EMAILS SENT BETWEEN YOU AND OTHER MEMBERS THAT ARE NOT READILY ACCESSIBLE TO THE GENERAL PUBLIC MAY BE REVIEWED BY US FOR COMPLIANCE WITH THIS AGREEMENT, BUT WILL BE TREATED BY US AS PRIVATE TO THE EXTENT REQUIRED BY APPLICABLE LAW.

INTELLECTUAL PROPERTY. All intellectual property rights in and to the Service are and shall be owned by Us, absolutely. Those rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Service are the property of their respective owners.

PRIVACY: The personal information (including sensitive personal information) You provide to Us will be stored on computers and/or servers. You consent to the use this information to create a profile of interests, preferences and browsing patterns and to allow You to participate in the Service. You also agree to read, review, comply with, uphold and maintain Our Privacy Statement and the terms and conditions thereof. If you are located outside of the United States, please note that the information that you provide is being sent to the United States. By becoming a Member of the Service, you consent to your data being sent to the United States and to such other third parties and jurisdictions as may be involved in the provision and operation of the Service.

DISCLAIMERS: WE PROVIDE THE SERVICE ON AN "AS IS" BASIS AND GRANT NO WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, IN ANY COMMUNICATION WITH OUR REPRESENTATIVES, OR US OR OTHERWISE WITH RESPECT TO THE SERVICE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY.

Although each member must agree to Our terms and conditions, We cannot guarantee that each member is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of the Service by persons under the age of 18 in violation of this Agreement. Also, it is possible that other members or users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials through the Service and that You may be involuntarily exposed to such offensive or obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Service. Those others may use your information for purposes other than what You intended. We are not responsible for the use of any personal information that You disclose on the Service. Please carefully select the type of information that You post on the Service or release to others. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE.

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You should first contact Our customer service department by clicking: [contact us](#) or by calling 1-877-453-3861.

DISPUTE RESOLUTION: This Agreement is governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and exclusive venue in the state and federal courts of the State of California, City of Los Angeles with regard to any and all claims by you arising out of or related to the Websites. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

WAIVER AND SEVERABILITY OF TERMS: Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. In such case, the other provisions of this Agreement shall remain in full force and effect.

You certify that You have read and that You agree to be bound by the terms and conditions in this Agreement and our Privacy Policy.

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Terms and Conditions of Purchase

All purchases are subject to the following terms and conditions:

Rates: The current rates offered by JDate.com are:

Initial Term	Initial Cost	Guaranteed Monthly Renewal Rate*
6 Months	\$ 149.99	\$ 29.99
3 Months	\$ 99.99	\$ 33.99
1 Month	\$ 39.99	\$ 39.99

* The Guaranteed Monthly Renewal Rate is applicable only if you used a credit card and will kick in after the expiration of your initial Subscription Term. (see the *Additional Terms and Conditions*)

Additional terms and conditions:

1. All purchases are final. No refund will be given for unused portions of your subscription period.
2. JDate.com guarantees that mail sent by Purchaser will be processed by the JDate.com system and sent to the recipient's mailbox on the JDate.com system. Notwithstanding, JDate.com does not guarantee a response from the recipient nor does it make any other promises or warranties of any kind.
3. Purchaser hereby agrees that subscription privileges are non-refundable in the event that Purchaser chooses to suspend or cancel his/her membership. Furthermore, no refund will be made in the event of termination of Purchaser's membership due to a violation of the Terms and Conditions of Service as outlined in there in. In that respect, Purchaser hereby agrees that offensive behavior towards other members or use of foul language in the chat room, emails to members or in Purchaser's profile will constitute sufficient grounds for such termination of Purchaser's membership by JDate.com.
4. All disputes resulting from the purchase tokens, other emailing privileges or any other purchase made within the JDate.com website shall be brought to a binding arbitration in accordance with the rules of the Better Business Bureau and all such arbitration shall take place in Los Angeles, California.
5. By submitting this purchase, Purchaser hereby acknowledges, agrees and authorizes JDate.com to renew Purchaser's subscription, automatically, every month, at the guaranteed renewal rate that applies to the purchase option chosen by Purchaser, until such time as Purchaser instructs JDate.com to stop the renewals. Renewals can be stopped by logging in as a member and clicking on "Member Services" or by going to: Cancel Subscription.

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Exhibit B



[Home](#) > [Create Your Profile](#) > **Personal Info**

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Create Your Profile - Personal Info

Personal Info

Choose your username

Choose your password

Email address

Re-enter your email address



You'll use your email address to login to the website, to check your messages or to see your latest matches. Your Username is how you'll be known in the community (i.e. "DavidNYU" or "RachelGirl"). Your password should be kept confidential.

Your date of birth

Month / Day /

You must be 18+

You are a

☐ Man ☐ Woman

Looking for a

☐ Man ☐ Woman

Your country:

USA

ZIP Code:

Background

Your ethnicity

Your religious background

Your education level

What do you do?

Lifestyle

You keep kosher

You go to synagogue

What type of relationship are you looking for?

☐ A date☐ Friend☐ Marriage☐ A long-term relationship☐ Marriage & Children☐ Activity Partner

What is your current relationship status?

Your smoking habits

Your drinking habits

Describe yourself and your personality

(Min. 100 characters)



What are you passionate about? Are you a political junkie, a Ph.D. in archaeology, a tennis fanatic? We all have something that makes us unique; this is your chance to tell about yourself and the things that get you excited. Don't be shy - dare to bare it all!



People like to see who they're talking to. We recommend posting at least one photo now.

Upload a photo

Browse...

(Optional)

How did you hear about us?

☒ I agree to receive email updates & announcements from qualified partners.☐ I confirm that I have read and agreed to the Terms and Conditions of Service.

Accept and Continue

[Home](#) > [Create Your Profile](#) > **Personal Info**[Already a Member? Click Here to Login.](#)

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Exhibit C

http://secure.spark.net/jdate.com



Inbox

Contact Us | Runni...

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1 Month**\$39.99 / month**

One payment of \$39.99 w/ \$39.99 monthly renewal*

*State and local taxes will be added to all charges where applicable. In order to guarantee continuous service, your subscription will automatically renew at your plan's renewal rate following the end of the initial subscription term.

Step 2: Billing Information**Name and Address**

First Name Last Name
 Address
 City State Zip
 Country USA
 Phone Number

Credit Card Information

Credit Card Type
 Card Number
 Expiration Month / Year
 CSC (What is this?)



TESTED 16-JULY



By providing my information above and clicking "Process Order", I agree to the Terms and Conditions of Purchase and authorize my account to be charged the selected subscription rate until I cancel.

Process Order

- Monday, July 16, 2012 -

Supplemental Terms and Conditions of Purchase

The following Supplemental Terms and Conditions of Purchase apply in addition to the Terms and Conditions of Purchase found [here](#).

If you have any questions regarding our Terms and Conditions of Purchase or these Supplemental Terms and Conditions of Purchase, you may call our Customer Service Department at (877) 453-3861.

You, the buyer, may cancel this Agreement, without any penalty or obligation, at any time prior to midnight of the third day following the initial date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are cancelling this Agreement, or words of similar effect. This notice shall be sent to: Spark Networks USA, LLC, Attn: Cancellations, PO Box 739 Orem, UT 84059-0739 United States. Please include your username

Pay by Phone

Our friendly staff is here for your convenience.

Pay by phone with our toll-free number: **1-877-453-3861** (Outside the U.S. and

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Make your check or money order (in U.S. funds) payable to: **Spark Networks® USA, LLC**



100%

